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ADHS PROCUREMENT OFFICE

CORRECTIONAL HEALTH SERVICES  
Contract Specialist  
234 N. Central  
Suite 5000  
Phoenix, AZ 85004  
(602) 506-5579  
(602) 506-2577

September 12, 2007

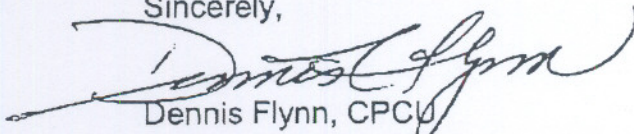
Ms. Mary Sloan, Sr. Procurement Specialist  
Arizona Department of Health Services  
Office of Procurement  
1740 West Adams Street, Room 303  
Phoenix, AZ 85007-2670

Re: Magellan Data Link Agreement # C26-08-003-0-00  
Effective 9/1/07 through June 30, 2012 unless sooner terminated

Dear Ms. Sloan:

Attached is an executed copy of the cited agreement. Approval has been granted by the appropriate County Departments and by the Maricopa County Board. Thank you for your assistance in this matter.

Sincerely,

  
Dennis Flynn, CPCU  
Contract Administrator  
Telecom Coordinator



## DATA LINK AGREEMENT

C-26-08-003-0-00

1. **PARTIES.** The parties of the Agreement are the Arizona Department of Health Services, Division of Behavioral Health Services (ADHS), Maricopa County acting through Correctional Health Services of Maricopa County (CHS), and the Maricopa County Sheriff's Office (MCSO). The parties of this Agreement intend for it to be effective in accordance with Paragraph 4 of this Agreement regardless of the entity designated at ADHS as the Regional Behavioral Health Authority (RBHA).

2. **DEFINITIONS.** For purposes of this Agreement, the terms listed below are defined as follows:

"Authorized Use" means the access given to ADHS and the RBHA by MCSO to Booking Information, that ADHS and the RBHA would not be entitled to otherwise have, for the *sole purpose* of coordinating behavioral health services to RBHA Clients identified as Seriously Mentally Ill (SMI), who have been incarcerated in Maricopa County Jail.

"Booking Information" means certain information provided by MCSO concerning individuals incarcerated in the Maricopa County Jail. This information includes individuals booking name, alias name(s), booking number, booking date, current criminal charge, date of birth, social security number, sex, race and release date.

"Client" means a person determined to be Seriously Mentally Ill according to ADHS policy and eligible to receive behavioral health services paid for it, in whole or in part, from funds available to the RBHA through its contract with ADHS.

"RBHA" means the Regional Behavioral Health Authority under contract with ADHS to coordinate the delivery of behavioral health services in Maricopa County, currently ValueOptions, Inc., or its successors or assignees provided that Maricopa County approves of such assignment.

"Seriously Mentally Ill (SMI) Client" means a person 18 years or older who meets the ADHS eligibility criteria for Serious Mental Illness.

"Serious Mental Illness" means a mental disorder, as defined under A.R.S. § 36-501(22), that substantially interferes with a person's emotional or behavioral functioning and limits their capacity to remain in the community without supportive treatment or services. The mental disability must be severe and persistent, resulting in a long term limitation of their functional capacities for primary activities of daily life.

3. **PURPOSE OF THE AGREEMENT.** This Agreement will govern the operation and parties' participation in the Jail Data Link Program (Data Link). Data Link uses software known as "Gateway" to enable the transfer of information between the MCSO and ADHS or the RBHA data processing systems.

This Agreement will enable ADHS and the RBHA to expedite the identification of SMI Clients incarcerated in the Maricopa County Jail and coordinate care for those clients.

4. **TERM.** The Agreement is effective as of the date signed, and shall remain in full force and effect until June 30, 2012, unless terminated under Paragraph 7 or 8 of this Agreement.
5. **LIMITED USE.** ADHS and the RBHA acknowledge they will be given access to Booking Information for the purpose of authorized use. ADHS and the RBHA agree that they will: (1) not



use any Booking Information outside the scope of Authorized Use; and (2) treat all Booking Information as confidential as required by state and federal laws at all time.

6. **RESTRICTION ON REDISCLOSURE.** ADHS and the RBHA will instruct their staff concerning the confidential nature of Booking Information and the applicable prohibition against its redisclosure.
7. **DATA DESTRUCTION.** ADHS and the RBHA agree that when the intended use of the data has been completed, it shall dispose of the information through the use of any or a combination of the following methods: (a) remove (e.g. scrub) from the hard drive or any other storage media all electronic file that the resulting residue prevents any recovery of the data file content.
8. **TERMINATION BY ANY PARTY.** This Agreement may be terminated for any reason, by any party, by giving 90 days advance written advance notification to the other party.
9. **TERMINATION FOR CONFLICT OF INTEREST.** Parties may terminate this Agreement as provided in A.R.S. § 38-511.
10. **INDEMNIFICATION.** The county which includes MCSO and CHS will have no liability whatsoever to ADHS and the RBHA resulting from the ADHS' or the RBHA's use of Booking Information. Each party agrees to defend and hold harmless the other parties from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description including attorneys' fees and litigation expenses brought or made against or incurred by any of the parties account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of or by reason of any alleged act, omission, professional error, fault, mistake, or negligence of any of the parties in connection with or incident to the performance of this Agreement.
11. **ACKNOWLEDGE BY RBHA.** By signing below the RBHA acknowledges its role and responsibilities pursuant to this Agreement effective September 1, 2007.

MAGELLAN HEALTH SERVICES OF ARIZONA, INC.

By: \_\_\_\_\_

*Andrew M. Cummings*  
Assistant Secretary / Associate Counsel

12. **ACKNOWLEDGE BY DBHS.** By signing below, the DBHS acknowledges its role and responsibilities pursuant to this Agreement.

By: \_\_\_\_\_

Eddy Broadway, Deputy Director

THE INDIVIDUAL SET FORTH BELOW have the authority to bind their respective parties and execute this Agreement by affixing their signatures to the Agreement.

ARIZONA DEPARTMENT OF HEALTH SERVICES,  
DIVISION OF BEHAVIORAL HEALTH SERVICES

By: \_\_\_\_\_

Karen Boswell, Procurement Administrator

MARICOPA COUNTY

By: \_\_\_\_\_

*Julie A. Smith-Correa*

By: \_\_\_\_\_

*Chilton Brock*  
CHAIRMAN BOARD OF SUPERVISORS



Lindy Funkhouser, Director  
Correctional Health Services

Fulton S. Brock, Chairman  
Board of Supervisors

ATTEST:

By: *Sherry L. Brown*  
Maricopa County Sheriff's Office

By: *Heather Brock*  
Clerk, Board of Supervisors

Date of Approval: SEP 05 2007

APPROVED AS TO FORM AND CONTENT:

NAME OF LAW FIRM

MARICOPA COUNTY ATTORNEY

By: \_\_\_\_\_

By: *[Signature]*

Dated: \_\_\_\_\_

Dated: 8/10/07

MARICOPA COUNTY SHERIFF'S OFFICE

By: *Sherry L. Brown*

Dated: 8/16/07